

## ***EMPLOYMENT CONTRACT***

This Employment Contract (this "Contract") is made effective as of July 29, 2022, by and between Underwater Investigations LLC of 946 SW Veterans Way, STE 102-141, Redmond, Oregon, 97756 and Josh Cantu of 63426 Vogt Rd, Bend, Oregon, 97701.

A. Underwater Investigations LLC is engaged in the business of documentary filmmaking, along with the search and recovery of missing persons underwater, primarily performing job duties within the lower 48 States of the United States.

B. Underwater Investigations LLC desires to have the services of Josh Cantu .

C. Josh Cantu is an at-will employee of Underwater Investigations LLC. Either party is able to terminate the employment agreement at any time.

Therefore, the parties agree as follows:

**1. EMPLOYMENT.** Underwater Investigations LLC shall employ Josh Cantu as a(n) Executive Feild Producer. Josh Cantu shall provide to Underwater Investigations LLC duties as needed. Josh Cantu accepts and agrees to such employment, and agrees to be subject to the general supervision, advice, and direction of Underwater Investigations LLC and Underwater Investigations LLC's supervisory personnel.

- Executive Field Producer: To investigate missing person cold cases provided by Underwater Investigations LLC, work with families of lost loved ones and law enforcement agencies, to search and document assigned investigations, interviews, data management, and to help facilitate the necessities of the production team, to include but not limited to gear maintenance.
- While performing duties specific to Underwater Investigations LLC's client, Trevari Media LLC (dba: Adventures With Purpose), Josh Cantu shall represent himself as, Executive Producer for Adventures With Purpose, AWP Team Member, Adventures With Purpose Team Member, AWP Camera Crew, or any various combination closely representing those mentioned.

Josh Cantu shall also perform (i) such other duties as are customarily performed by an employee in a similar position, and (ii) such other and unrelated services and duties as may be assigned to Josh Cantu from time to time by Underwater Investigations LLC.

**2. BEST EFFORTS OF EMPLOYEE.** Josh Cantu agrees to perform faithfully, industriously, and to the best of Josh Cantu 's ability, experience, and talents, all of the duties that may be

required by the express and implicit terms of this Contract, to the reasonable satisfaction of Underwater Investigations LLC. Such duties shall be provided at such place(s) as the needs, business, or opportunities of Underwater Investigations LLC may require from time to time, not to exceed 20 weeks of travel per 12-month term.

**3. COMPENSATION OF EMPLOYEE.** As compensation for the services provided by Josh Cantu under this Contract, Underwater Investigations LLC will pay Josh Cantu an annual salary of \$42,000.00 payable semi-monthly on the fifth day and the twenty-fifth day of the month and subject to applicable federal, state, and local withholding. Upon termination of this Contract, payments under this paragraph shall cease; provided, however, that Josh Cantu shall be entitled to payments for periods or partial periods that occurred prior to the date of termination and for which Josh Cantu has not yet been paid, and for any commission earned in accordance with Underwater Investigations LLC's customary procedures, if applicable. This section of the Contract is included only for accounting and payroll purposes and should not be construed as establishing a minimum or definite term of employment.

**4. RECOMMENDATIONS FOR IMPROVING OPERATIONS.** Josh Cantu shall provide Underwater Investigations LLC with all information, suggestions, and recommendations regarding Underwater Investigations LLC's business, of which Josh Cantu has knowledge, that will be of benefit to Underwater Investigations LLC.

**5. CONFIDENTIALITY.** Josh Cantu recognizes that Underwater Investigations LLC has and will have information regarding the following: products, processes, technical matters, trade secrets, copyrights, customer lists, prices, costs, business affairs, future plans, and other vital information items (collectively, "Information") which are valuable, special, and unique assets of Underwater Investigations LLC. Josh Cantu agrees that Josh Cantu will not at any time or in any manner, either directly or indirectly, divulge, disclose, or communicate any Information to any third party without the prior written consent of Underwater Investigations LLC. Josh Cantu will protect the Information and treat it as strictly confidential.

- No footage filmed on set for Underwater Investigation LLC with Underwater Investigation LLC's cameras or drone footage shall be used for personal use. The only exception is if it is completely unrelated to our mission that is being documented, and is done so while not on set and is reviewed and approved by Underwater Investigations LLC.
- No content is to be filmed with the subject matter of the work being performed for Underwater Investigations LLC. I.e: If we are doing a Ralph brown episode, nothing should be released about Ralph Brown.
- All footage released by anyone (volunteer or employee) shall be reviewed and approved by Underwater Investigations LLC prior to its release.
- There shall be no social media release of information in any manner relating to Underwater Investigations LLC, its mission, or its clients, that has not been reviewed and approved by

Underwater Investigations LLC.

- The aforementioned criteria are subject to change and are not limited to future exemptions not mentioned herein. A violation by Josh Cantu of this section shall be a material violation of this Agreement and will justify legal and/or equitable relief.

This Agreement is in compliance with the Defend Trade Secrets Act and provides civil or criminal immunity to any individual for the disclosure of trade secrets: (i) made in confidence to a federal, state, or local government official, or to an attorney when the disclosure is to report suspected violations of the law; or (ii) in a complaint or other document filed in a lawsuit if made under seal.

**6. UNAUTHORIZED DISCLOSURE OF INFORMATION.** If it appears that Josh Cantu has disclosed (or has threatened to disclose) Information in violation of this Contract, Underwater Investigations LLC shall be entitled to an injunction to restrain Josh Cantu from disclosing, in whole or in part, such Information, or from providing any services to any party to whom such Information has been disclosed or may be disclosed. Underwater Investigations LLC shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

**7. CONFIDENTIALITY AFTER TERMINATION OF EMPLOYMENT.**

The confidentiality provisions of this Agreement shall remain in full force after the voluntary or involuntary termination of Josh Cantu's employment. Neither party shall make or permit the making of any public announcement or statement of any kind that Josh Cantu was formerly employed by or connected with Underwater Investigations LLC.

**8. NON-COMPETE AGREEMENT.** Josh Cantu recognizes that the various items of Information are special and unique assets of the company and need to be protected from improper disclosure. In consideration of the disclosure of the Information to Josh Cantu, Josh Cantu agrees and covenants that during his or her employment by Underwater Investigations LLC and for a period of 1 year following the termination of Josh Cantu's employment, whether such termination is voluntary or involuntary, Josh Cantu will not directly or indirectly engage in any business competitive with Underwater Investigations LLC.

Directly or indirectly engaging in any competitive business includes, but is not limited to: (i) engaging in a business as owner, partner, or agent, (ii) becoming an employee of any third party that is engaged in such business, (iii) becoming interested directly or indirectly in any such business, or (iv) soliciting any customer of Underwater Investigations LLC for the benefit of a third party that is engaged in such business. Josh Cantu agrees that this non-compete provision will not adversely affect Josh Cantu's livelihood.

**9. EMPLOYEE'S INABILITY TO CONTRACT FOR EMPLOYER.** Josh Cantu shall not have the right to make any contracts or commitments for or on behalf of Underwater Investigations LLC without first obtaining the express written consent of Underwater Investigations LLC.

**10. TERM/TERMINATION.** Josh Cantu 's employment under this Contract shall be for 12 months, beginning on August 01, 2022. If Josh Cantu is in violation of this Contract, Underwater Investigations LLC may terminate employment without notice and with compensation to Josh Cantu only to the date of such termination. The compensation paid under this Contract shall be Josh Cantu's exclusive remedy.

**11. TERMINATION FOR DISABILITY.** Underwater Investigations LLC shall have the option to terminate this Contract if Josh Cantu becomes permanently disabled and is no longer able to perform the essential functions of the position with reasonable accommodation. Underwater Investigations LLC shall exercise this option by giving 30 days written notice to Josh Cantu .

**12. COMPLIANCE WITH EMPLOYER'S RULES.** Josh Cantu agrees to comply with all of the rules and regulations of Underwater Investigations LLC.

**13. RETURN OF PROPERTY.** Upon termination of this Contract, Josh Cantu shall deliver to Underwater Investigations LLC all property that is Underwater Investigations LLC's property or related to Underwater Investigations LLC's business (including keys, records, notes, data, memoranda, models, and equipment) that is in Josh Cantu 's possession or under Josh Cantu 's control. Such obligation shall be governed by any separate confidentiality or proprietary rights agreement signed by Josh Cantu .

**14. NOTICES.** All notices required or permitted under this Contract shall be in writing and shall be deemed delivered when delivered in person or on the third day after being deposited in the United States mail, postage paid, addressed as follows:

**Employer:**

Underwater Investigations LLC  
Jared Leisek - President  
946 SW Veterans Way, STE 102-141  
Redmond, Oregon 97756

**Employee:**

Josh Cantu  
63426 Vogt Rd  
Bend, Oregon 97701

Such addresses may be changed from time to time by either party by providing written notice in the manner set forth above.

**15. ENTIRE AGREEMENT.** This Contract contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Contract supersedes any prior written or oral agreements between the parties.

**16. AMENDMENT.** This Contract may be modified or amended if the amendment is made in writing and is signed by both parties.

**17. SEVERABILITY.** If any provisions of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**18. WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

**19. APPLICABLE LAW.** This Contract shall be governed by the laws of the State of Oregon.

**20. SIGNATORIES.** This Contract shall be signed by Jared Leisek, President on behalf of Underwater Investigations LLC, and by Josh Cantu in an individual capacity. This Contract is effective as of the date first above written.

By: \_\_\_\_\_ Date: \_\_\_\_\_

Jared Leisek , President  
Underwater Investigations LLC

By: \_\_\_\_\_ Date: \_\_\_\_\_

Josh Cantu

This Employment Contract is executed and agreed to by:

Exhibit A

*Jared Leisek - President*

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Jared Leisek - President

jaredleisek@gmail.com

July 30, 2022 at 02:36 am

Recorded at IP 67.204.146.192

*Joshua Cantu*

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Joshua Cantu

jukemotionpictures@gmail.com

August 02, 2022 at 07:38 pm

Recorded at IP 174.208.231.81